

Original

Karnel Murdock, Petitioner  
PO Box 353  
Ft. Duchesne, Utah 84026  
435-823-3094 Work

**FILED**

FEB 10 2010

SECRETARY, BOARD OF  
OIL, GAS & MINING

Shirley Reed, Petitioner  
Rt. 2 Box 2501  
Roosevelt, Utah 84066  
801-828-0564 cell  
423-722-2665 home

February 9, 2010


Board of Oil, Gas and Mining  
P.O. Box 145801  
Salt Lake City, Utah 84114

Dear Members of the Board,

The undersigned Petitioners hereby request that they, by their Petition, be allowed to join Cause No. 131-27. We make this request due to our mineral interest being within the same undivided tract of the SESE, Section 2, Township 2 South, Range 1 East, U.S.M., Uintah County Utah, we allege to be due unpaid oil revenue from the same 1-2B1E well and our mineral interests are within the same State of Utah established drilling unit as the Petitioners in said Cause.

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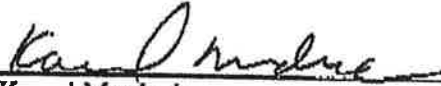
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Dear Members of the Board,

The undersigned Petitioners hereby request that they, by their Petition, be allowed to join Cause No. 131-27. We make this request due to our mineral interest being within the same undivided tract of the SESE, Section 2, Township 2 South, Range 1 East, U.S.M., Uintah County Utah, we allege to be due unpaid oil revenue from the same 1-2B1E well and our mineral interests are within the same State of Utah established drilling unit as the Petitioners in said Cause.

  
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**FILED**

FEB 10 2010

SECRETARY, BOARD OF  
OIL, GAS & MININGBEFORE THE BOARD OF OIL, GAS AND MINING  
DEPARTMENT OF NATURAL RESOURCES  
IN AND FOR THE STATE OF UTAHKARNEL MURDOCK and  
SHIRLEY REED  
PETITIONERS,

Vs.

MOUNTAIN OIL AND GAS, INC. and  
HOMELAND GAS AND OIL, LTD.,  
RESPONDENTS.

: REQUEST FOR AGENCY ACTION

: DOCKET NO. 2010-014: CAUSE NO. 131-127

Comes now the Petitioners, Karnel Murdock and Shirley Reed, and in support of their Petition, states the following:

- 1) Petitioners are residents of Uintah County, State of Utah. As evidenced by Exhibit A (Oil and Gas Lease), Exhibit B (Patent), Exhibit C (Patent) and Exhibit D (Order of Distribution), Petitioners are owners of oil and gas rights in the SESE, Section 2, Township 2 South, Range 1 East, U.S.M., Uintah County, Utah.
- 2) Respondent Mountain Oil and Gas, Inc., P.O. Box 1574, Roosevelt, Utah 84066 and Respondent, Homeland Gas and Oil, Ltd., P.O. Box 1776, Roosevelt, Utah 84066 operate the well and receive proceeds from the sale of oil produced from the well.
- 3) By order, in Cause No. 131-24 dated January 16, 1974, the Board of Oil, Gas and Mining (Board) established a drilling unit covering said lands consisting of the entire governmental section.
- 4) Located in said Section 2 is a well known as the 1-2B1E, API# 43-047-30931. Said well is, and has been previously, producing oil and gas from the Lower Green River and Wasatch Formations. It is the only well located in the Section.
- 5) The DOGM currently recognizes, and has done so since October 2006, Respondent, Homeland Gas and Oil, LTD. as the Operator of the 1-2B1E well. Revenues from the

sale of oil from the 1-2B1E well are currently received by Respondent, Mountain Oil and Gas, Inc and/or Homeland Gas and Oil, LTD.

- 6) Petitioners are entitled to a share of the proceeds from the sale of oil produced by the 1-2B1E well as its lands are contained within that drilling unit established by the Board. Said Section contains 650.9 acres. Petitioners each own an undivided 1/11 of 40 acres oil and gas rights.
- 7) To the best of Petitioners' memory Respondent's have never disbursed Petitioners' share of the proceeds from oil sales to Petitioners. Petitioners have requested that Respondents immediately pay the sums owing and have requested the date such sums will be paid. Notwithstanding such requests Respondents have failed to disburse the proceeds from the sale of oil to which Petitioners are entitled and to reply as to what date such proceeds shall be disbursed.
- 8) The non-payment of proceeds by Respondents occurred from April, 2006 to the present, but may not be limited to this time frame as Petitioner cannot find in the public record a document wherein Mountain Oil, Inc. assigned their interest to Homeland Gas and Oil, LTD but rather can only find the documentation wherein operatorship change was requested to the Division of Oil, Gas and Mining (DOGM).
- 9) The failure to disburse proceeds to those owners is, at the very least, a breach of its fiduciary obligations and contractual obligation as operator (approved by DOGM and not as defined by Utah Code Ann. § 40-6-2 (16) (1953, as amended)) of the well and as recipient of the proceeds from the sale of oil.
- 10) Petitioners believes that Respondents failed to escrow such unpaid proceeds as is required by Utah Code Ann. § 40-6-9-3(b)(i) (1953, as amended).

WHEREFORE, Petitioners respectfully request as follows:

- A) Pursuant to Utah Code Ann. § 40-6-9, (1953, as amended), the Board set this matter for an Investigation and Negotiation Conference by the Division in accordance with the rules of the Board of Oil, Gas and Mining ("Board").
- B) If this matter cannot be resolved by the Investigation and Negotiation Conference, the Board set the matter for hearing at a regularly scheduled hearing of the Board of Oil, Gas and Mining.
- C) Following such hearing, the Board enter an Order that:

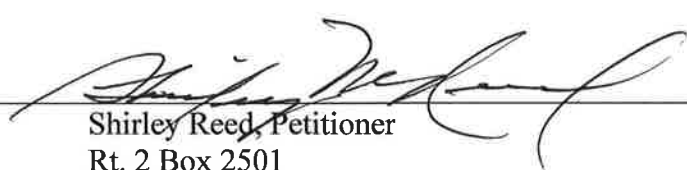
- 1) Non-payment of proceeds on the above referenced well is intentional with full knowledge and without reasonable justification; and
- 2) A complete accounting be made of the above referenced well, the cost of which shall not be charged to the interest owner in the above-referenced well; and
- 3) Pursuant to the accounting, all proceeds to which the Petitioners are entitled be disbursed within 30 days, and if ordered by the Board, interest at the rate of one and one-half percent (1 ½%) per month from date of delinquency; and a penalty of twenty-five percent (25%) of the delinquent proceeds due and owing the Petitioners; and
- 4) Respondents be required to timely pay all future proceeds from the well in accordance with Utah Code Ann. § 40-6-9 (1953, as amended); and
- 5) Respondents be required to, as applicable, escrow future proceeds from the well in accordance with Utah Code Ann. § 40-6-9 (1953, as amended).

Dated this 9<sup>th</sup> day of February, 2010.

Signed \_\_\_\_\_

Karnel Murdock, Petitioner  
PO Box 353  
Ft. Duchesne, Utah 84026  
435-823-3094 Work

Signed \_\_\_\_\_

  
Shirley Reed, Petitioner  
Rt. 2 Box 2501  
Roosevelt, Utah 84066  
801-828-0564 cell  
423-722-2665 home

CERTIFICATE OF SERVICE

I, Karnel Murdock and I, Shirley Murdock, hereby certify that on the 9<sup>th</sup>  
day of February, 2010, we did cause to be mailed, postage prepaid, the foregoing  
REQUEST FOR AGENCY ACTION to the following parties:

Mountain Oil and Gas, Inc.  
P.O. Box 1574  
Roosevelt, Utah 84066

Homeland Gas and Oil, Ltd.  
P.O. Box 1776  
Roosevelt, Utah 84066

Signed: \_\_\_\_\_  
Karnel Murdock, Petitioner

Signed:   
Shirley Reed, Petitioner

ENTRY 97000356  
BOOK 634 PAGE 220

## OIL AND GAS LEASE

WITNESSETH. That the Lessor, for and in consideration of One and more DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Uintah State of Utah

ENTRY 97000356  
BOOK 634 PAGE 220-221 \$12.00  
21-JAN-97 11:32  
RANDY SIMMONS  
RECORDER, WINTAH COUNTY, UTAH  
WINTA OIL AND GAS INC  
P O BOX 1618 ROOSEVELT UT 84066  
REC BY: SYLENE ACCUTTOROOP , DEPUTY

and containing 40.00 acres, more or less, one

and containing 40.00 acres, more or less. <sup>Oil</sup>

1. It is agreed that this lease shall remain in force for a term of 25 years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof ceases for a period of ninety (90) days from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessee for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net acre (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

to the above assignee and undivided fee simple estate therein, then the royalties (including any shut-in

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall

11. The rights of Lessor and Lessee hereunder shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, the right to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of

judgment it is necessary or advisable to do so, and any operations on units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and recording a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in production, drilling or reworking operations or a well shut in the unit so pooled royalties only on the portion of such production allocated to this lease: such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein, and agree that the same shall not be a lien in favor of any person claiming the same.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

16. Wherever the term one-eighth (1/8) appears in this lease, it shall by this reference be amended to read one-sixth (1/6).

be amended to read one-sixth (1/6).



B  
84961  
3731-60 B  
435 1000

Case No. 82-390  
Date Sept. 7, 1960  
by Lia Martin

Witnessed by Lila Harris Munsick  
at 11:00 AM at Cold Springs  
Deputy H. H.

Page 49

St. Petersburg

To all to whom these presents shall come, Greetings.

WHEREAS, an Order of the authorized officer of the Bureau of Indian Affairs is now deposited in the Bureau of Land Management, directing that a fee simple patent issue to the claimant: Lula Harris Murdock, in accordance with the provisions of the Act of August 27, 1934 (68 Stat. 868), for the following described land:

Uinta Meridian, Utah.  
 T. 29., R. 1 E.,  
 Sec. 2, W. 1/2 SE 1/4, W. 1/2 SE 1/4.

The area described contains 30.00 acres, according to the Official Plat of the Survey of the said Land, on file in the Bureau of Land Management.

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT, unto the said claimant and to the heirs of the said claimant the Land above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said claimant and to the heirs and assigns of the said claimant forever.

The property herein described shall be exempt from property taxes for a period of seven years from August 27, 1954, as provided in the Act of August 27, 1954 (68 Stat. 868), as amended August 2, 1956 (70 Stat. 936), unless the original grantee herein parts with title thereto, either by deed, descent, succession, foreclosure of mortgage, sheriff's sale or other conveyance. Provided, that the mortgaging, hypothecation, granting of a right-of-way, or other similar encumbrance of said property shall not be construed as a conveyance subjecting said property to taxation under the provisions of said Act.

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat., 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in the District of Columbia, this  
ELEVENTH day of APRIL in the year of  
our Lord one thousand nine hundred and SIXTY  
and of the Independence of the United States the one hundred  
and EIGHTY-FOURTH.

For the Director, Bureau of Land Management.

By

Patent Number 1207435

16-50125-2 U. S. GOVERNMENT PRINTING OFFICE



# EXHIBIT C

Entry No. 86391 Recorded at request of Lula Harris Murdock Paid 2.50  
 Date Sept. 7 1960 at 10.00 Folsom Quindlen Utah County Recorder  
 In Utah Utah Deputy Post 771 Map 233

84961  
 3731-60 B. I. A.  
 435 USW

4-1010  
 (October 1958)

## The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, an Order of the authorized officer of the Bureau of Indian Affairs is now deposited in the Bureau of Land Management, directing that according to the provisions of the Act of August 27, 1954 (68 Stat. 868), a fee simple patent issue to Lula Harris Murdock, for all minerals and mineral rights, in and to the following described land:

Uinta Meridian, Utah.  
 T. 2 S., R. 1 E.,  
 Sec. 2, ~~E1/2SE1/4SE1/4~~.

The area described contains 10.00 acres, according to the Official Plat of the Survey of the said Land, on file in the Bureau of Land Management:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT unto the said Lula Harris Murdock and to her heirs all minerals, and mineral rights, in and to the Land above described; TO HAVE AND TO HOLD the said minerals, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said Lula Harris Murdock, and to her heirs and assigns forever.

The property herein described shall be exempt from property taxes for a period of seven years from August 27, 1954, as provided in the Act of August 27, 1954 (68 Stat. 868), as amended August 2, 1956 (70 Stat. 936), unless the original grantee herein parts with title thereto, either by deed, descent, succession, foreclosure of mortgage, sheriff's sale or other conveyance: Provided, that the mortgaging, hypothecation, granting of a right of way, or other similar encumbrance of said property shall not be construed as a conveyance subjecting said property to taxation under the provisions of said Act.

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat., 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in the District of Columbia, the ELEVENTH day of APRIL in the year of our Lord one thousand nine hundred and SIXTY and of the Independence of the United States the one hundred and EIGHTY-FOURTH.

For the Director, Bureau of Land Management.

By Ruth W. Talley  
 Chief, Patents Section.

Patent Number 1207436

# EXHIBIT D

George C. Morris  
Attorney for Petitioner  
914 Kearns Building  
Salt Lake City, Utah 84101  
Phone: 328-2511

## IN THE DISTRICT COURT OF UTAH COUNTY

### STATE OF UTAH

IN THE MATTER OF THE ESTATE	:	<u>ORDER AND DECREE</u>
OF	:	<u>OF DISTRIBUTION</u>
LULA HARRIS MURDOCK,	:	<u>AND DISCHARGE</u>
Deceased.	:	Probate No. 1844

The Petition of Gwendolyn Mojado, the duly appointed and acting Administratrix of the Estate of Lula Harris Murdock, deceased, setting forth the First and Final Accounting in said Estate and for Distribution and Discharge, having been duly called up for hearing before the above entitled Court, and the Accounting having been duly audited, Notice to Creditors having been duly published as required by law and the obligations of the Estate having been paid and settled and the Court having determined that there are no inheritance taxes payable, and that the Estate is now in a condition to be distributed and closed; Now, therefore, it is hereby

### ORDERED, ADJUDGED, AND DECREED

1. That the First and Final Accounting on file herein is hereby approved and allowed.
2. That there are no inheritance taxes due or payable by said Estate.
3. That due Notice to Creditors has been made as provided by law, as shown by the proof on file in this matter.
4. That to the following named eleven heirs, all of whom are adults, the net assets of the Estate are hereby awarded and distributed as follows: Glen Mac Murdock, Colin Murdock, Gwendolyn M. Mojado, Benny Murdock, Gary Murdock, Ronald Murdock, Mary H. Lira, Brenda C. Murdock, Stuart Murdock, Karmel Murdock, and Shirley H. Reed. The above eleven heirs are entitled to an undivided 1/99 interest in the following described property:

My No. 123339 Recorded at request of Gwendolyn Mojado, Probate No. 1844, at Salt Lake City, Utah, on 1/19/78, by Clerk of Court, District Court, Salt Lake County, Utah. Page 469

469

"The SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Sec. 23; Sec. 26; and the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  and the E  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Sec. 27; the E  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Sec. 34; Sec. 38 all in T1N R7W U.S.M., containing 1,520 acres, Duchesne County, Utah."

Also, to each of the said eleven heirs a  $\frac{1}{11}$  undivided interest in the following described property:

"NW  $\frac{1}{4}$  of Lot 2, Sec. 23, T 2 S, R 1 E of U.S.M., 0.50 acres, more or less."

Also, to each of the said eleven heirs an undivided  $\frac{1}{11}$  interest in the following described property:

"W $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ ; W $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ ; Sec. 2, T 2 S., R 1 E of U.S.M. 30 acres."

Also, to each of the said eleven heirs one and  $\frac{2}{33}$  shares of Ute Distribution Corporation stock. Also, to each of the said eleven heirs  $\frac{1}{66}$  share of stock in the Red Rock Corporation. Also, to each of the said eleven heirs, the following amount in cash: \$197.72\_\_\_\_\_.

5. All other assets of the Estate, not specifically distributed above, together with all after-discovered property of any kind, are hereby awarded and distributed in equal shares to each of the eleven heirs named in a preceding paragraph.

6. That the Accounting set forth in this matter is accurate, fair, and reasonable, including the requested fees for services rendered, and the Accounting and fees are hereby approved and allowed. That upon distribution of the Estate as herein awarded Administratrix shall be discharged and released from further duties of her trust in this matter, and the Estate closed.

Dated this 1 day of JUNE, 1970.

BY THE COURT

ALLEN B. SCHMIDT  
Judge